

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2022-57-T – ORDER NO. 2022-328

MAY 20, 2022

IN	Application of All My Sons of)	ORDER GRANTING
RE:	Myrtle Beach, LLC for a Class E)	CLASS E HOUSEHOLD
	Household Goods Certificate of)	GOODS CERTIFICATE WITH
	Public Convenience and)	STATEWIDE AUTHORITY
	Necessity for Operation of Motor)	
	Vehicle Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of All My Sons of Myrtle Beach, LLC (hereinafter referred to as All My Sons or Applicant). By its Application, All My Sons requests a Class E Certificate of Public Convenience and Necessity to render household goods motor carrier services on a statewide basis.

II. PROCEDURAL HISTORY

All My Sons, a limited liability company, filed its Application with the Commission on February 2, 2022. By letter dated February 3, 2022, the Clerk's Office instructed All My Sons to publish a Notice of Filing (Notice) in newspapers of general circulation in the areas affected by the Application. The Notice provided information regarding the nature of the proceeding and advised any person desiring to participate as a party of record to file a Petition to Intervene on or before March 10, 2022. The Notice was published in *The Greenville News*, *The State*, *The Sun News*, and *The Post and Courier*. The Applicant timely filed proof of publication. No party intervened in the docket.

III. EVIDENCE OF RECORD

The evidentiary hearing was held on May 17, 2022, with Vice Chair Florence P. Belser presiding in the hearing room. Applicant was represented by David Popowski, Esquire. The South Carolina Office of Regulatory Staff (ORS), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2019), was represented by Christopher M. Huber, Esquire.

During the hearing, All My Sons presented the testimony of Joseph M. Grzybowski, the Applicant's Operations Manager. Mr. Grzybowski testified in support of the application. ORS presented the testimony of Thomas McGill, Transportation Manager in ORS's Broadband, Communications, and Safety Department.

According to Mr. Grzybowski, All My Sons is a moving company located in Myrtle Beach, South Carolina. The testimony revealed that All My Sons is owned by AMS Group Holdco, LLC (AMS Group), a Delaware limited liability company that owns and operates approximately sixty-nine (69) separate All My Sons entities in twenty-eight (28) states through its subsidiary, All My Sons Business Development, LLC, located in Carrollton, TX. All My Sons is assigned USDOT No. 3782266 by the United States Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), and holds a license or authority designated as MC (Motor Carrier) No. 01354412 from the FMCSA to transport household goods between points in the United States.

According to the testimony, All My Sons owns several moving vehicles and has adequate insurance coverage. The Applicant asserts it is financially viable, and there are no outstanding judgments against the business. Further, Mr. Grzybowski testified that All My Sons has added three (3) additional 26-foot box trucks to its Myrtle Beach fleet since

filing its application. Pictures of the vehicles, office, and packing equipment were entered into evidence during the hearing.

According to Mr. Grzybowski's prefiled testimony, All My Sons is frequently asked to provide moving services and must "constantly turn down customer requests for services between points in South Carolina." The Applicant indicated during the hearing that there continues to be interest in their services in the Myrtle Beach area.

All My Sons asserts it is familiar with all statutes and regulations that govern for-hire motor carriers in South Carolina, and it agrees to operate in compliance with these laws. The Applicant does not have a safety rating from the US Department of Transportation, nor have any of the Applicant's vehicles been placed out of service by transport safety officers in the past twelve (12) months. The Applicant's Safety Certification was entered into evidence as part of its application. Additionally, All My Sons provided a Second Corrected Tariff as well as a Bill of Lading, both of which were entered into evidence with the application.

On April 12, 2022, All My Sons filed the Affidavit of its "shipper witness," Deja M. Barnett, in support of its application. The shipper witness, a real estate agent with Exit Realty Lowcountry Group, LLC, asserts there is a need for qualified household goods movers within South Carolina. She further contends that the public interest would be served by granting All My Sons a Certificate.

On May 12, 2022, the Applicant filed a Request to Utilize an Electronic Bill of Lading with the Commission. Mr. Grzybowski testified about the use of the electronic bill of lading, its benefits, and answered Commissioner questions about record keeping.

ORS filed Thomas McGill's direct testimony in the docket on May 16, 2022. According to the testimony, ORS is of the opinion that the Applicant will meet the requirements of "fit, willing, and able" as required by S.C. Ann. Regs. 103-133 (2012). Further, should the Applicant prove to the Commission that it meets the qualifications for issuance of the Certificate, ORS will ensure that the Applicant will have complied with all applicable statutes, regulations, and any conditions of the Commission Order prior to issuance of such Certificate.

IV. LAW

The Commission is charged with promulgating regulations to govern the operations of carriers of household goods. S.C. Code Ann. § 58-23-590(A). The Commission is authorized to fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized service. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). S.C. Code Ann. Regs. 103-133 (2012) is entitled "Proof Required to Justify Approving an Application" and for household goods applications, provides as follows:

- a. **FIT.** The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant. The applicant should further certify that he is familiar with all statutes and regulations, including safety operations in South Carolina, and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has

either purchased or leased on a long-term basis necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.

- c. **WILLING.** Having met the requirements as to "fit and able," the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

(emphasis added) S.C. Code Ann. Regs. 103-133(1) (2012).

V. DISCUSSION

Based upon the evidence of record, All My Sons has demonstrated it is fit, willing, and able to provide and properly perform the proposed services. Mr. Grzybowski testified there are no outstanding judgments pending against the Applicant, and it is financially viable. Mr. Grzybowski further certified All My Sons is familiar with and will comply with all statutes and regulations governing for-hire motor carrier services. This satisfies the "fitness" requirement.

The "able" requirement was demonstrated by the Applicant providing evidence of the vehicles necessary to provide the services for which the Applicant is applying. The Applicant has also provided proof of insurance for its equipment, which indicates the Applicant is aware of the Commission's insurance requirements and the costs associated therewith. Further, the Applicant has experience as a household goods mover.

Having demonstrated All My Sons is "fit" and "able" to provide the proposed service, filing the Application satisfies the "willing" requirement.

The Applicant has also met the public convenience and necessity requirement. Ms. Barnett confirmed the need for All My Sons' services in the Myrtle Beach area.

VI. FINDINGS OF FACT

After review of the application and all of the evidence in the record, the Commission makes the following findings of fact:

1. The Commission finds that All My Son's Application was properly filed with the Commission, and the Applicant is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.

2. The Commission finds there are no outstanding judgments pending against All My Sons. Further, the Applicant is financially fit to carry out the proposed carrier services described in its Application.

3. The Commission finds All My Sons owns vehicles to provide the service described in its Application. All My Sons is able to appropriately perform the service described in its Application.

4. The Commission finds that by submitting its Application, All My Sons has demonstrated it is willing to appropriately perform the proposed service.

5. The Commission finds that public convenience and necessity are not already being served by existing authorized services.

6. No party intervened or presented evidence in opposition to the evidence presented by All My Sons and ORS.

7. All My Sons is fit, willing, and able to perform the service it proposes, and the Application should be approved.

8. All My Sons provided a proposed Tariff and Bill of Lading. We find both are appropriate and should be approved. A copy of the proposed Tariff and Bill of Lading are attached as Order Exhibits 1 and 2, respectively.

9. All My Sons requested to utilize an electronic Bill of Lading. We find this is appropriate and should be approved.

VII. CONCLUSIONS OF LAW

1. The Commission concludes that All My Sons has demonstrated it is fit, willing, and able to appropriately perform the service described in its Application. S.C. Code Ann. Regs. 103-133(1) (2012).

2. The Commission concludes that the public convenience and necessity are not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to All My Sons.

4. We conclude that the proposed Tariff and Bill of Lading provided by All My Sons are appropriate and should be approved.

5. We further conclude that All My Sons should be approved to utilize an electronic Bill of Lading.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of All My Sons of Myrtle Beach, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.

2. All My Sons' Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. The use of an electronic Bill of Lading by All My Sons is approved.

4. All My Sons, for the duration of operating pursuant to this Class E (Household Goods) Certificate of Public Convenience and Necessity, shall notify the Commission and the Office of Regulatory Staff (ORS) in writing of any changes to Applicant's mailing and/or physical address, email, telephone numbers, or other contact information.

5. All My Sons shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by sections 58-23-10 *et seq.* of the South Carolina Code of Laws (2015), as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

6. Upon compliance with S.C. Code Ann. § 58-23-10 *et seq.*, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to All My Sons authorizing the motor carrier services granted herein.

7. The motor carrier's services authorized by this Order may not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

8. Failure of All My Sons to either (1) complete the certification process by complying with the requirements of filing with ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

9. Should All My Sons fail to meet the requirements of this Order, ORS is requested to furnish the name and docket number of Applicant to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the Docket will be closed.

10. All My Sons shall file Annual Reports for the preceding calendar year with the Commission and ORS on or before March 31st of each year, as required by S.C. Code Ann. Regs. 103-231 (2012).

11. All My Sons shall file Gross Receipts for the preceding calendar year with the Commission and ORS, pursuant to annual assessment requirements, using the form: <https://ors.sc.gov/sites/default/files/Documents/Regulatory/Gross%20Receipts/Transportation%20Gross%20Receipts%20Form.pdf>. See S.C. Code Ann. §§ 58-3-100 (2015), 58-3-540 (2015), and 58-4-60 (Supp. 2021).

12. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION



A handwritten signature in blue ink, appearing to read "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chair
Public Service Commission of
South Carolina

AMS TARIFF NO. 1

All My Sons of Myrtle Beach, LLC

JOINT AND LOCAL RATES
APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY:
All My Sons of Myrtle Beach, LLC

All My Sons of Myrtle Beach, LLC

AMS TARIFF NO. 1

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All My Sons of Myrtle Beach, LLC

I. Packing/Moving/Labor Rates:(Hourly rate will begin at arrival at origin until loading complete, then resume at arrival at destination until crew completed.)

A. October 1 through March 15 (Off Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$149.00
Van + 3 men	\$199.00
Van + 4 men	\$239.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

Notes:

1. \$50 charge per additional man.
2. \$50 charge per additional van.
3. 2-hour labor minimum on all weekday moves.
4. 3-hour labor minimum on off peak and peak weekends and holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Myrtle Beach office / warehouse.
6. Round trip travel time will be charged for any move traveling more than 50 miles one way from the office in Myrtle Beach. Round trip travel time is calculated by dividing the actual mileage traveled (miles from warehouse to origin to destination and back to warehouse) by 50 and multiplying by applicable hourly rate. (e.g., 150 miles traveled / 50 = 3 x \$129 (off peak weekday van + 2men) = round trip travel charge of \$387.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination.
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
 - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
 - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
 - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
 - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

II. Fuel Surcharge

A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.

III. Packing Containers (Material Prices)

Carton 1.5	\$4.50	Mattress Bag (each)	\$12.00
Carton 3.0	\$5.50	TV Box	\$35.00
Carton 4.5	\$6.50	Newsprint (per bundle)	\$35.00
Dishpack	\$17.50	Shrink wrap (per roll)	\$25.00
Mirror Carton (4pcs)	\$17.50	Tape (per roll)	\$5.50
Wardrobe	\$17.50	Paper Pads	\$4.50
Carpet Shield (per roll)	\$100.00		

IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

VI. Rules and Regulations**A. Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

B. Computing Charges

1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section plus additional charges for packing containers, storage, fuel, and bulky items as providing in Sections II, III, IV and V.
2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the Bill of Lading.

C. Governing Authorities

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of tis tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

D. Items of Particular Value

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession.

E. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with an electronic copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is set forth below and its terms are incorporated by reference as if they were repeated verbatim here.

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3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



NOTICE
LIMITATION OF LIABILITY ON
PRESSBOARD, PARTICLE BOARD AND/OR
ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee: _____

Date: _____

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Customer Checklist

***** Customer Please Read Carefully, This for your Protection!*****

1. **Items Left:** *All My Sons Moving & Storage cannot be held responsible for items left at residence after loading.* It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** _____
2. **Packed By Owner or "PBO":** *Damages incurred to "PBO" items can not be compensated in the event of a claim* as we did not pack theses items & are unaware of their existing condition. **Initial:** _____
3. **Valuables:** *Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck.* Please carry these items with you to protect their value. **Initial:** _____
4. **Appliances:** *All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items.* Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial:** _____
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. **Initial:** _____
6. **Firearms/Chemicals:** *We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind.* All these items the customer is responsible for moving. **Initial:** _____
7. **Walls, Banisters, floors, ceiling, etc:** *While attempting to move any furniture or other items into or out of any area of the home or property, where there is potential insufficient space to do so, the customer hereby accepts all responsibility for any piece, and any damage which may occur.* **Initial:** _____
8. **Payment:** *All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing.* We accept Cash and Major Credit and Debit Cards: **Initial:** _____
9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article.** **Initial:** _____

Customer Signature: _____ **Date:** _____

Carrier Ref./BOL No.

PSC/ORS No.

1361 Stockholder Ave., Myrtle Beach, SC 29577
(843) 580-5020

QUESTIONS ABOUT THIS FORM OR YOUR MOVE?

Order Exhibit 2
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CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

SECTION 1: The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed, and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. **SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF MYRTLE BEACH, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HORRY COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.**

